

CONFIDENTIAL

991503 NPIC / Reg. Office

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

REQUISITION OR OTHER PURCHASE AUTHORITY

CONTRACT/TASK ORDER NO.

2 NOV 1966

25X1A

ISSUING OFFICE

NAME

ADDRESS

Post Office Box 6788
Fort Davis Station
Washington, D. C. 20020

CONTRACTOR

NAME

ADDRESS

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CONTRACT FOR

Scientific and Technical Assistance

AMOUNT

\$

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

Defense Order rating DO- C-9
Certified under DMS Regulation No. 1

Certification of the assigned DO rating
on this contract shall be as follows:
U. S. Government Classified Contract No.
[Redacted]

This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☐ Corporation, incorporated in the State of _____, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. (Sections A & F attached)

The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 1 November 1966.

SIGNATURES (Type or print all names under all signatures)

CONTRACTOR

THE UNITED STATES OF AMERICA

25X1A

BY

TITLE

BY

CONTRACTING OFFICER

WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

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Declassification Review by NGA/DoD

Approved For Release 2005/02/10 : CIA-RDP78B04747A001100020050-3

GROUP 1

Excluded From Automatic

(When Filled In) Downgrading and Declassification

SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(SIGNATURE) (Corporate Seal)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 41, Secs. 101-11.6 and 101-11.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. SELLER'S INVOICES -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

SECRET

(SCHEDULE)

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SCOPE OF WORK:

The Contractor shall furnish such qualified personnel, facilities and services as may be required to provide scientific and technical assistance in establishing operational techniques and applications for the [] Type 1032T Trichromatic Microdensitometer, as directed by the Technical Representative of the Contracting Officer, and as set forth in the Contractor's Proposal No. 66-83, dated May 2, 1966, as revised by the Contractor's letter, dated August 10, 1966, Subject: Sales Proposal 66-83, said proposal, as revised, being incorporated herein by reference and made a part of this contract save for the following amendment:

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SECTION 2, PROPOSED PROGRAM of the Contractor's Proposal No. 66-83 is deleted in its entirety and replaced by the following:

SECTION 2

PROPOSED PROGRAM

The program will be carried out in two Phases with four Sub-phases under Phase II. Generally speaking, Phase I comprises a familiarization, test, training and calibration period whereas Phase II includes specific applications in several areas.

PHASE I: INITIAL PHASE

This Phase of the program will consist of the necessary familiarization with equipment, on-site and in-plant training, and equipment validation. These procedures will be largely of a calibration and diagnostic nature. It is proposed that the following be included in Phase I:

1. Basic Operator training at the Contractor's plant, consisting of a two-week period for two operators.
2. Equipment Familiarization and test at customer's facility. This step will include test runs, diagnostic measurements, overarm stability tests, etc., with data to be gathered on site and reduced at the Contractor's plant. A test report will be issued.

PHASE II: PROBLEM PHASE

Phase II will include the provision of solutions and procedures which are specifically oriented toward operational problems. This Phase will include four Sub-phases, defined below:

1. Sub-phase A

This step will consist of the establishment of detailed cali-

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bration, mensuration, and diagnostic procedures, suitably defined and published. Operator aids in the form of nomographs, charts, etc., will be provided. Basic color techniques will be devised, with particular emphasis on balance and aperture size for various materials. Training will be provided where required. Standard practice handbooks, forms design, logging recommendations, and recommendations for quality control and maintenance programs will also be provided.

Procedures requiring computer treatment will be defined to the point where programming could begin and test data for computer program analysis will be generated.

2. Sub-phase B

This Sub-phase will include the generation of reports giving detailed procedural information for programming the following:

- a. Modulation transfer function (MTF) generation, utilizing estimating filter techniques.
- b. A general "one-shot" MTF technique.
- c. Noise study procedures, including statistical analysis, auto-correlation analysis, power spectral density computation, etc., including trend correction, window selection, and other techniques designed to improve confidence in results. A running auto-correlation procedure and a piece-wise p.s.d. estimator will be provided also.
- d. Table generation and data conversion procedures for effective exposure and generation synthesis.
- e. Comparison techniques, including mean square difference, cross-correlation, and other methods.
- f. Mensuration data handling procedures.

3. Sub-phase C

This Sub-phase will be devoted to the preparation of problem solutions and procedural recommendations specifically related to the exploitation aspects of microdensitometry and to the problems of a system diagnostic nature. Training will be included as required and reports will be generated giving step by step procedures for diagnosing exploitation system anomalies. Procedures for determining confidence factors in the diagnosis will also be established. Application of the microdensitometer to display techniques including density contouring will be considered, with particular emphasis on the detailed study of small scale objects.

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4. Sub-phase D

This Sub-phase will consist of investigations into color microdensitometry. Detailed procedures for tri-color operations will be published. Advanced studies of color microdensitometry will be conducted with emphasis on computerized data treatment. Training will be provided as required.

It is understood that this is a Proposed Program and nothing of the foregoing shall be construed as limiting the authority of the Technical Representative of the Contracting Officer to add to, delete or revise the said program, to determine the time to be spent on each portion, and to otherwise re-direct the work that may be required during the course of the program.

PERFORMANCE OF SERVICES:

- a. The extent and character of the work to be done by the Contractor under this contract shall be subject to the supervision, direction, control and approval of the Contracting Officer or his authorized Technical Representative.
- b. The Contractor agrees to furnish sufficient personnel of the labor categories specified in the clause entitled "COMPENSATION/FUNDING" of this contract to assure successful prosecution of the work.

PERIOD OF PERFORMANCE:

The Contractor shall furnish services as set forth in this contract at such times as may be required by the Contracting Officer or his authorized Technical Representative during the period of 1 November 1966 through 31 October 1967.

COMPENSATION/FUNDING:

There is hereby obligated for the aforesaid services an amount of covering work to be performed during the period 1 November 1966 through 31 October 1967. The obligated amount is, as indicated, an estimated amount, it being understood that complete reimbursement for the aforesaid services by the Contractor shall be reimbursed in accordance with the following rates:

a. Category:Rates Per Hour:

Senior Scientist
Senior Engineer
Project Engineer
Engineer
Senior Technician
Technician

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Model Maker
Computer Programmer
Technical Illustrator
Technical Editor
Publication Clerk

b. Materials:

Any materials furnished by the Contractor at the request of the Contracting Officer or his authorized Technical Representative shall be at net cost to the Contractor plus a 7.14 percent handling charge.

c. Records:

The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period of performance hereunder and for three (3) years thereafter any of the Time Records for inspection or audit by the Contracting Officer or his duly authorized representative.

d. Payments:

The Contractor shall be reimbursed hereunder in accordance with Article 5 of Section F, Time and Material Provisions, attached to and made a part of this contract.

e. Government-Furnished Property:

Government-owned property in the Contractor's possession shall be maintained, controlled and accounted for in accordance with Article 11 of Section F, Time and Material Provisions, attached to and made a part of this contract.

f. Leased Equipment:

Charges for use of Leased Equipment incurred under this contract must receive the prior written approval of the Contracting Officer.

g. Computer Time:

Computer time at the rate of [] per hour 25X1A
is authorized when required subject to the prior written approval of the Contracting Officer.

TRAVEL:

Travel expenses shall be reimbursed as follows:

- a. Necessary travel expenses actually incurred by employees of the

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Contractor in performance of the work under this contract. Less than first class transportation shall be used whenever possible.

- b. Subsistence expenses actually incurred by employees of the Contractor under this contract shall be reimbursed at a rate not to exceed per day.

- c. Travel by automobile for required travel of employees of the Contractor under this contract shall be reimbursed at a rate not to exceed EIGHT CENTS (.08) per mile and such reimbursement shall be considered in lieu of the actual costs of such travel.

SECURITY:

The work to be performed hereunder is UNCLASSIFIED.

The association of the sponsor with the services being procured hereunder is classified CONFIDENTIAL. This classified information shall be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information. Correspondence originated by the Contractor and/or data to be submitted hereunder, the contents of which contain classified information, or refer to the name and/or address of the Contracting Officer shall be stamped by you with the classification of CONFIDENTIAL.

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